

**FILE NO. 5768 – ONE (1), YEAR 2012 OR CURRENT YEAR FREIGHTLINER ALUMINUM
WALK IN VAN – THURSDAY, APRIL 12, 2012 @ 11:00 AM**

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| FORMAL BID | All bids must be accompanied with a commitment letter from a surety confirming bidders ability to secure a 25% Performance Bond. The surety shall be authorized to do business under the laws of the Commonwealth of Massachusetts. |
| FILE NO: 5768 | |
| COMMODITY: One (1) Year 2012 or current year Freightliner Aluminum Walk in Van | |
| NAME OF BIDDER: | |
| BIDDER'S FED. ID. | |

TO: Cynthia H. Griffin, Purchasing
796 Massachusetts Ave,

Agent -PH: (617)349-4310 FX: (617)349-4008
Room 303 - Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **THURSDAY, MARCH 29, 2012**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 A.M. on **THURSDAY, APRIL 12, 2012**. **This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Current Bid List, File No. 5768**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Formal Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document"**.

The envelope containing the bid must be labeled: **"This envelope contains a bid for , Year 2012 or current year Freightliner Aluminum Walk in Van opened at 11:00 a.m. on Thursday, April 12, 2012. The bid and all documents submitted with it are public records. Parking is limited at this location. It is strongly recommended that the bids are mailed or delivered in advanced of the due date and time. Late bids will not be accepted.**

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____ **FAX NUMBER:** _____

EMAIL ADDRESS: _____

Please check one of the following and insert the requested information:

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual: _____

NAME OF BIDDER: _____

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GENERAL TERMS AND CONDITIONS

- LAWS:** All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
- EQUAL OPPORTUNITY:** The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
- TAXES:** Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
- QUANTITIES:** Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
- BID PRICES:** Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
- DELIVERY AND PACKAGING:** Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.
- MODIFICATION OF BIDS:** Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
- REJECTION OF BIDS:** The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
- AWARD OF CONTRACT:** Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
- INDEMNITY:** Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
- TERMINATION OF CONTRACT:** Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
- ASSIGNABILITY:** The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

NAME OF BIDDER: _____

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TO: Cynthia H. Griffin, Purchasing Agent
795 Massachusetts Ave
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to furnish and deliver the Quantity of One, Year 2012 or current year Freightliner Aluminum Walk in Van, for the City of Cambridge Water Department, all in accordance with the attached specifications and following proposal schedule.

Prices must remain FIRM during the entire contract period.

Contract will be awarded by within forty-five days, unless award date is extended by consent of all parties concerned.

The contract will be awarded to the responsive and responsible bidder offering the lowest price for the Freightliner Aluminum Walk in Van not including the optional equipment. The optional Equipment listed on the price proposal will be considered depending on the availability of funds.

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

PLEASE SUBMIT YOUR BID IN DUPLICATE.

Delivery charge must be included in proposal price.

Do not submit bids in hard binders

A sample contract is attached hereto. The bidder must be willing to sign the City's contract.

Questions

Questions concerning this Formal Bid, including any exceptions to the specifications must be submitted in writing to Fax # 617-349-4008 Office of the Purchasing Agent, Cynthia H. Griffin. All questions must be submitted no later than Thursday, April 5, 2012 by 2:00 PM. An addendum will be posted to the website to notify all bidders of the questions and answers.

Please check the website for addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums. Please check the bidders list on the website. If your firm is not listed please click on "Registry" and notify us that you have downloaded the bid document.

Bid Results

The tab sheet and the contract award information will not be mailed to bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Confidentiality and Public Records Law

All bids or other materials submitted by the vendor in response to this Invitation for Bid will be open for inspection by any person and in accordance with the Massachusetts Public Record Laws.

NAME OF BIDDER:_____

Performance Bond Requirements

The successful bidder will be required to provide a Performance Bond by a company authorized to do business under the laws of the Commonwealth of Massachusetts and are satisfactory to the Awarding Authority, equal to twenty five (25%) of the contract price

Scope of Services

The City of Cambridge is requesting bids to furnish and deliver QTY OF ONE (1) Freightliner Aluminum Walk in Van as described in the specifications listed below.

Authorized Distributor

Bidder must be a manufacturer or manufacturer's authorized distributor for which a response is being submitted. (Attach copies of certifications)

Delivery

All quotes shall be FOB destination. The term FOB destination shall mean delivered and unloaded in-house 250 Fresh Pond Parkway Cambridge MA. The Freightliner Aluminum Walk in Van must be delivered to the Cambridge Water Department with a full tank of gas.

The Van will be inspected before acceptance by an authorized representative of the Cambridge Water Department for workmanship, appearance, proper functioning of all equipment and systems conformance to all the requirements listed

Delivery of the Van with listed equipment must be complete within 180 days of receiving a purchase order from the City. The City has the right to reject any late delivery. Delivery and liability remains with the Contractor until the Van are properly delivered and signed for by the City.

Upon delivery of the Freightliner Aluminum Walk in Van invoices shall be mailed to:
Water Department
250 Fresh Pond Parkway
Cambridge, MA. 02138

Owner Manuals

The successful bidder shall provide 2 (two) sets of owner/shop manuals at no additional cost. The City of Cambridge Water Department will also be placed on the mailing list for revisions in these manuals, as they are published.

NAME OF BIDDER:_____

Specifications

Chassis Specs

- 2012 Freightliner or current year MT45 Front Engine Walk-In Van
- Set Forward Front Axle
- LH Primary Steering
- 6.7L ISB Cummins Diesel, 2010 EPA/Carb Emission Certification
- Power Steering
- Allison 2000 RDS Series Transmission w/ dual PTO access and Transmission Cooler.
- 19,500 GVWR
- 158" Wheelbase, 1/4"X3.00X8.00 inch Steel Frame
- Hydraulic Brakes 4 Wheel Disc
- Spring Suspension
- Michelin 225/70R 19.5" 12 Ply Tires
- Chassis Supplied A/C Package
- Chassis Supplied 11" Steel Front Bumper
- 93"W Body Drilling Prep
- 40 Gallon Rear Between Rail Tank
- Gauges; Fuel, Oil, Temp, Voltage, Hour Meter
- Auxiliary Fuel Port (Generator or Diesel Heater Hookup Prep)
- (3) Sets of Keys

Body Specs

- **BODY CONSTRUCTION**
 - Dimensions; length 15', width 93.5", height 85"
 - .100 Aluminum Sidewall Metal
 - .032 Aluminum Roof Skin (Roof Includes Fiberglass Insulation & .024 Interior Liner)
 - Extruded Interlocked Smooth Aluminum Floor Planks
 - Standard RIM (Resin Injection Molding) 3-Piece Hood for easy reparability
- **CAB OPTIONS**
 - LH & RH Sliding Pocket Doors w/ Slider Windows
 - Insulated Cab Floor Matting
 - Magnum 200 Mechanical Suspension Driver & Passenger Seat
 - Passenger Seat setback 8" for better clearance around front of seat.
 - Blandex w/ .030 Alum. Skin Bulkhead w/ Center Sliding Door
 - Located 10" rear of standard (just rear of 8" setback passenger seat)
 - AM/FM Radio w/ Weather band
 - RH Dash Worktable
 - (2) 12v Dash Receptacles
 - Safe-T-Tread on Steps
 - Velvac Black Revolution Remote Heated Mirrors
 - (1) 16"x4" Truck-Light LED Dome Light
 - Dash Air Conditioning
 - 5" LCD Black & White Back-Up Camera System
- **BODY OPTIONS**
 - HD Hat Section Studs on 24" Centers
 - 5/8" Plywood Sidewall Liner w/ White .060 Kemlite Skin Finish
 - Twin 20"W Center Double Swing Doors w/ (2) 12x18 windows in upper portion
 - 12"D Gripstrut Rear Bumper w/ Class III (5,000lb.) Hitch & 30"W Flip Down Step
 - 14 x 14 Hatch Door in RH Rear Structure Panel just above floor for Hose Access (to open right to left or top to bottom)

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- Ladder/Key/Pipe False Wall Storage Pocket
- Approx 10"W and full height
- Divided into multiple pockets
 - (1) 24"H pocket for 8' Single Rung Ladder (Starts above Wheel well)
 - (1) 24"H pocket w/ (4) 4" PVC tubes for key storage - Approx. 4- 6'l x 20"w 'T's
 - (1) 20"H pocket for storage of PVC or Pipe
- Include Full Height 12"W Access Door in Rear Structure for access
- (2) 12v 200cfm Power Roof Vents (14"x14")
- (3) 12v 16"x4" Truck-Light LED Cargo Lights
- 2) Spaced Evenly in Center Aisle (1) Over Workbench
- Black Rubber Slotted Matting in center aisle of cargo area
- **SPECIALTY LIGHTING**
 - (6) Whelen Mini-LED Amber Strobe Lights
 - (2) Front Header, (2) Rear Header, (1) Per Upper Sidewall – Centered
 - (1) Whelen TA85 Amber LED Traffic Advisor
 - Include Control Head mounted Under Cab Overhead Shelf
- **120V ELECTRICAL**
 - 50AMP Main 120V/240V Service Panel – Located on wall over Workbench
 - (4) 120v Duplex Interior Receptacles
 - (4) 120v Duplex Exterior Receptacles
- **CARGO SHELVING & ACCESSORIES PACKAGE (All .125 Gauge Aluminum)**
 - **Curbside Interior (F to R)**
 - (1) 72"H x 36"W x 24"D 2-Door Cabinet w/ 4 Fixed Shelves Spaced Evenly
 - (1) 36"H x 36"W x 24"D 2-Door Cabinet w/ 2 Fixed Shelves Spaced Evenly
 - Approx. 7'L x 1.5" Hardwood Worktop
 - (1) 24"H x 42"W x 24"D 4-Drawer Unit w/ Dividers Over Wheel well
 - (1) 36"H x 18"W x 24"D 6-Drawer Unit w/ Dividers Directly behind Wheel well
 - **Curbside Interior (False Wall for Ladder and Key Storage - 8.5'L Pocket) (F to R)**
 - (2) 72"H x 18"W x 24"D Lockers w/ Shelf & (3) Hooks per locker and vent holes
 - (1) 36"H x 36"W x 18"D 6-Drawer Unit w/ Dividers
 - (1) 36"H x 36"W x 18"D Bin Unit (On Top of 6-Drawer Unit)
 - (1) 72"H x 48"W x 18"D 4-Shelf Unit w/ Dividers
 - (1) Aluminum open top bin from the end of the 4 shelf unit to the rear Wall, 24" high, with floor drain hole
- **EXTERIOR STORAGE COMPARTMENTS (1)**
 - **Compartment for (2) Hammers - Curbside Forward of Wheels Snug to Wheel well**
 - Approx. 40"W x 24"D x 54"H (Top of Compartment to 36" above floor)
 - Locking "D" Ring Handle
 - (2) D ring tie downs, one on each side of rear compartment 36" floor
 - 12 volt light in compartment
 - 1/4 floor
 - Louvered vents in doors

NAME OF BIDDER: _____

- **SPECIAL EQUIPMENT**
 - **Vanair 3-in-1 Under deck Dual PTO System (Capable of Operating All Systems at Once)**
 - Genair Combination System – PTO Shaft Drive
 - 6.2KW Generator output
 - 185 CFM compressor 120 PSI
 - Central Hydraulics System 9 GPM, 2,000 PSI With Barrel Cooler
 - (1) 50' X 3/4" Pneumatic Hose Reel (with hose)
 - (1) 50' X 3/8" Supply and return Hydraulic Hose Reel (with hose)
 - (1) Aux hydraulic supply source at the front of the vehicle, with Appropriate valving
 - All outside venting to have a rain gutter
 - **Special Equipment**
 - Installation of one roof mounted 130 watt, 12 volt solar panel part # BP3130J with flush kit part # 951UNIRMRGFLEER
 - One 20' #10/2 output cable part # 10-2x20'OP
 - Wiring to terminate at exterior compartment (all solar components to be Supplied by the Cambridge Water Department)

Chassis/Engine/Transmission Warranty

2 Years Unlimited Miles

- **Body Structure**
- 3 years or 36,000 miles
- **Dealer installed components**
- 1 year or 12,000 miles

NAME OF BIDDER:_____

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Quality Requirements

A “NO” response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your bid.

Circle “YES” or “NO” for each of the following Quality Requirements.

- | | | |
|--|-----|----|
| 1. The Bidder has a minimum of three (3) years experience selling Freightliner Aluminum Walk In Vans. | YES | NO |
| 2. Bidder is able to provide a two year unlimited mile warranty for the Freightliner Aluminum Walk in Van. | YES | NO |
| 3. Bidder must be within 50 miles of the Cambridge Water Department, 250 Fresh Pond Parkway, for service/warranty repairs. | YES | NO |

Bid Submission

1. Bidder must submit a complete list of all current customers who have purchased a similar type of Freightliner within the last three (3) years including contract names and telephone numbers. A bid may be rejected on the basis of one or more references reporting poor passed performances by the bidder. The City reserves the right to use itself as a reference.
2. Bidder shall submit the location of the dedicated service facility within 50 miles of the Cambridge Water Department located at 250 Fresh Pond Parkway, Cambridge, Ma.

| | | | |
|---------|------|-------|----------|
| Address | City | State | Zip Code |
|---------|------|-------|----------|

3. Each bid shall be accompanied by a set of Contractor’s Specifications and detailed warranty information.

NAME OF BIDDER:_____

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PRICE PROPOSAL

The award will be made to the responsive, responsible bidder offering the lowest total price not including the optional equipment for the One 2012 or current year, Freightliner Aluminum Walk in Van delivered to the City of Cambridge Water Department as described in the specifications section of this Invitation for Bid

\$: _____

Total price as per specifications

Total bid in words: _____

Signature of Bidder: _____

Expected Delivery Date: _____

Optional Equipment.

Please provide pricing for the following optional equipment. The city may or may not purchase depending on the availability of funds.

Webasto Diesel Fired AirTop Heater 3500 Series – Mounted in Cargo Area: \$ _____

(4) Corner STRYKER Weather Proof Spotlights, dash and wireless remote control, 500k candle power, 5.5 amps, 12 volt : \$ _____

Extended Warranty: \$ _____

NAME OF BIDDER: _____

**Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the bidder is receiving federal funds.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

Address

City

State

Zip Code

NAME OF BIDDER: _____

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge (“Vendors”), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy (“CORI Policy”) attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. _____ CORI checks are performed on some or all Applicants. The Vendor’s CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

(Typed or printed name of person
signing quotation, bid or Proposal)

Signature

(Name of Business)

NOTE:

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor’s CORI policy conforms to the policies, practices and standards set forth in the City’s CORI Policy. A Vendor with a CORI policy that does NOT conform to the City’s CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your bid

NAME OF BIDDER: _____

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

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- (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.
11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

NAME OF BIDDER:_____

ORDINANCE NUMBER 1312

**Final Publication Number 3155. First Publication in the Chronicle on December
13, 2007.**

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”

**Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding
a new Section 2.112.060 entitled “CORI Screening by Vendors of the City of Cambridge” as
follows:**

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

- 2.112.061 Purpose**
- 2.112.062 Definitions**
- 2.112.063 CORI-Related Standards of the City of Cambridge**
- 2.112.064 Waiver**
- 2.112.065 Applicability**

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices

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and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.

Passed to be ordained by a ye and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

NAME OF BIDDER:_____

**City Of Cambridge
Articles of Agreement**

Commodity:
File Number:

This agreement is made and entered into this _____, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____ existing under the laws of the State of _____ ("the Contractor").

Address:
Telephone, Fax, E-mail:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value:

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

NAME OF BIDDER: _____

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, these articles shall supersede the bid documents.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 25% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

Approved as to Form:

The Contractor:

**Nancy E. Glowa
Acting City Solicitor**

Signature and Title

**Robert W. Healy
City Manager**

**Cynthia H. Griffin
Purchasing Agent**

NAME OF BIDDER:_____